

**CRM Web Solutions, LLC (dba, ChildCareCRM)
Terms of Service & Use Agreement – July 1, 2019**

This Agreement is effective upon electronic acceptance of all users within the ChildCareCRM Platform between CRM Web Solutions LLC, a Delaware Limited Liability Company, with offices at 1901 Central Drive, Bedford, TX 76021. (hereinafter referred to as "CRM Web Solutions" or "ChildCareCRM") and Customer.

Now therefore, in consideration of their mutual promises and obligations, CRM Web Solutions agrees to provide the ChildCareCRM services subject to the following terms and conditions.

1. Definitions

As used in this Agreement and in any Statements of Work now or hereafter associated herewith:

"Affiliate" means any entity which directly or indirectly controls, is controlled by or is under common control with the subject entity.
"Control", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity;

"Agreement" means this Financial & Services Agreement with all exhibits, Statements of Work and any materials available on the ChildCareCRM website specifically incorporated by reference herein;

"Center" means any building, school, unit, facility or business of operation with a unique business unit, physical or mailing address;

"Content" means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of the Platform;

"Customer" means a corporation, limited liability company, partnership, sole-proprietorship or individual and any affiliates, clients, employees or contractors thereof;

"Customer Data" means any data, information or material provided or submitted by Customer, Customer's clients, Affiliates or employees to the Platform in the course of using the Platform;

"Effective Date" means the date this Agreement is accepted by both parties;

"Financial & Services Agreement", "Quote", or "Order Form" means the form evidencing the initial subscription for the Platform, Licensing or Service and any subsequent order forms submitted online or in written form, specifying, among other things, the number of Locations and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Order Form or Financial & Services Proposal to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Quote, Order Form or Financial & Services Agreement, the terms of this Agreement shall prevail);

"Intellectual Property Rights" means any or all of the following: (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith; (c) copyrights and copyrightable works (including computer programs), mask works and rights in data and databases; (d) trade secrets, know-how and other confidential information; and, (e) all other intellectual property and/or proprietary rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world;

"License" means any license requiring, as a condition of use, access to the Platform by named (not concurrent), device, person or unit;

"License Administrator" means a User designated by Customer who is authorized to purchase or authorize licenses using an online order form, executing a written order form or executing a Financial & Services Proposal to create User accounts and otherwise administer Customer's use of the Service;

"License Term" means the period during which a specified number of Users and or Centers are licensed to use the Platform pursuant to the Agreement or Financial & Services Proposal;

"Location" means any Center as defined above and can be used interchangeably. "Active Location" is defined as any Location that is receiving and processing leads unless de-activated by Customer.

"Platform" means the software, application and programs delivered either online via the website provided by ChildCareCRM at ChildCareCRM.com, at such other designated URL or IP addresses as ChildCareCRM may assign from time to time, or via mobile, tablet or other electronic device, or via servers, websites or systems hosted by Customer and authorized by ChildCareCRM and as set forth in the Agreement (collectively the "Systems");

"Service" or "Services" means the general maintenance, technical support, programming, deliverables, training materials, documentation, and other general services as described in this Agreement;

"Technology" means all of ChildCareCRM's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Customer by ChildCareCRM in providing the Service;

"User" means an individual who is authorized by Customer to use the Platform and who has been supplied user identification and passwords by Customer (or by ChildCareCRM at Customer's request). A User may include but is not limited to employees, representatives, consultants, contractors, and agents of Customer or its Affiliates. A User may also be a computer or computer process acting on behalf of a User as such may be used in batch processing, access to application programming interface (API) or data integration systems.

2. License Grant & Restrictions

ChildCareCRM hereby grants Customer a non-exclusive, non-transferable right to use the ChildCareCRM Software (hereinafter referred to as the "Platform"), Services and all related documentation, written materials, manuals and any updates to the same, solely for Customer's own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to Customer are reserved by ChildCareCRM and its licensors.

Without prior written approval from ChildCareCRM, Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the ChildCareCRM Platform, Services or related materials in any way; (ii) modify or make derivative works based upon the Services or the Platform; (iii) "frame" or "mirror" the Platform on any server or wireless or Internet-based device; (iv) reverse engineer or (v) remove Powered by ChildCareCRM or CRM WEB SOLUTIONS LLC logos from the software, help documentation, reports, training material or other documentation supplied by ChildCareCRM.

Customer may use the ChildCareCRM Platform only for internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or in violation of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the ChildCareCRM Platform or the data contained therein; (v) attempt to gain unauthorized access to the ChildCareCRM Platform or its related systems or networks; or (vi) violate, HIPAA, COPPA or any other applicable laws or regulations.

3. Privacy & Security

ChildCareCRM's privacy and security policies may be viewed at www.ChildCareCRM.com. ChildCareCRM reserves the right to modify its privacy and security policies in its reasonable discretion from time to time and to provide notice to Customer of such changes. Customer may elect to terminate without penalty if there are material changes to Provider's privacy or security policies.

4. Customer Responsibilities

The Customer is responsible for all activity occurring under Customer's User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. Customer shall: (i) notify ChildCareCRM immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to ChildCareCRM immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Customer or Customer's Users; and (iii) not impersonate another ChildCareCRM user or provide false identity information to gain access to or use the Service.

5. Account Information and Data

ChildCareCRM does not own any Customer Data that Customer submits in the course of using the Platform. ChildCareCRM may not use the data for anything other than Customer's purposes or to provide support for the Customer unless granted permission by Customer in writing for a particular use. The Customer, not ChildCareCRM, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and ChildCareCRM shall not be responsible or liable for the Customer's deletion, correction, destruction, damage, loss or failure to store any Customer Data. Upon termination of the Agreement, ChildCareCRM will make available to Customer a file of the Customer Data within thirty (30) days of termination if Customer so requests in writing at the time of termination. ChildCareCRM shall have no other obligation to maintain or forward any Customer Data unless the said request is received in writing at the time of termination. Customer hereby agrees and acknowledges that ChildCareCRM has no obligation to retain the Customer Data, and may delete such Customer Data more than thirty (30) days after termination.

6. Intellectual Property Ownership

ChildCareCRM IP. ChildCareCRM alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the ChildCareCRM Technology, the Content, Platform and Services. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Services or Platform, the ChildCareCRM Technology or the Intellectual Property Rights owned by ChildCareCRM. The ChildCareCRM name, the ChildCareCRM logo, and the product names associated with the Service are trademarks of ChildCareCRM, CRM Web Solutions LLC or third parties, and no right or license is granted to use them.

Customer IP. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide, non-sublicensable and non-transferrable license to process the Customer Data in the United States or other countries as agreed in writing and strictly as instructed by Customer and solely to the extent necessary for Provider to provide the Services to Customer.

7. Third Party Interactions

During use of the Platform, Customer may enter into correspondence with, purchase goods, software, hardware and/or services from third parties. Any such activity, and any terms, conditions, warranties or representations associated with such activity are solely between Customer and the applicable third-party. ChildCareCRM and its licensors shall have no liability, obligation or responsibility associated with or for any such correspondence, purchase or promotion between Customer and any such third-party. In no event shall ChildCareCRM or its licensors be responsible for any content, products, warranties or other materials on or available from such third parties. Customer recognizes that certain third-party providers of ancillary software, hardware or services may require Customer's agreement to additional or different license or other terms prior to Customer's use of or access to such software,

hardware or services. Furthermore, the Platform and Service may contain links to other websites for your convenience. We are not responsible for the content, accuracy or opinions expressed in such websites and such websites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked website on our Platform or Service does not imply approval or endorsement of the linked website by us. If you decide to leave our Platform or Service and access these third-party websites, you do so at your own risk.

8. Charges and Payment of Fees

Customer shall pay all fees or charges in accordance with the fees, charges, and billing terms agreed to within the Customer signed Quote or agreement. Payments will be made in accordance with the terms agreed to within the Customer signed Quote or agreement, or within ten (15) days of receipt of the invoice if not specified. Customer is responsible for paying for all Active Locations for the entire Term. Customer must provide ChildCareCRM with valid approved agreement, purchase order, credit card, debit card or bank draft information as a condition to signing up for the Platform or ordering Services. Unless mutually agreed to in writing, the addition of Locations will be subject to the following: (i) added Locations will be coterminous with the existing License Term (either Initial Term or renewal term); (ii) the fees for additional Locations will be the then current, generally applicable license fee unless agreed to in writing otherwise; (iii) Locations will be prorated in the month activated for the first calendar month of service; and (iv) All services such as training, data imports, system integrations and other services that are provided to Customer shall be charged as quoted by ChildCareCRM and agreed to by Customer. Unlimited Customer support via chat, support tickets, email and phone are included in the monthly subscription fees. Support also includes one optional 1-hour, web-based, re-training per year for each active Location to accommodate refresher training of existing staff or training of new staff. Additional web-based trainings and on-site trainings are available for a fee. **All pricing terms are confidential, and Customer agrees not to disclose them to any third party.**

9. Billing and Renewal

ChildCareCRM charges and collects in advance for use of the Platform. ChildCareCRM will issue an invoice to Customer (i) every month for monthly Licenses, (ii) every quarter for quarterly Licenses, or (iii) as otherwise mutually agreed upon. Fees for other Services will be charged on an as-quoted basis. ChildCareCRM' fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies or duties, excluding only taxes based solely on ChildCareCRM' income.

Customer agrees to provide ChildCareCRM with complete and accurate billing and contact information. This information includes Customer's legal company name, street address, e-mail address and name and telephone number of an authorized billing contact and License Administrator. Customer agrees to update this information within thirty (30) days of any changes to it. If the contact information Customer has provided is false or fraudulent, ChildCareCRM reserves the right to terminate Customer's access to the Platform in addition to any other legal remedies.

This Agreement will automatically renew (i) every month for monthly Licenses, (ii) every quarter for quarterly Licenses, or (iii) as otherwise mutually agreed upon in writing.

10. Non-Payment and Suspension

In addition to any other rights granted to ChildCareCRM herein, ChildCareCRM reserves the right to suspend or terminate this Agreement and Customer's access to the Platform and or Services if Customer's account becomes delinquent (falls into arrears) for two (2) consecutive months. Delinquent invoices (accounts in arrears) are subject to interest of 2.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection plus costs and fees, including attorney fees, that are related to or associated with ChildCareCRM collection efforts. Customer will continue to be charged for Platform and Active Locations during any period of suspension. If Customer or ChildCareCRM initiates termination of this Agreement, Customer will be obligated to pay all balances due computed in accordance with the Financial & Services Agreement, Quote, or Order Form.

ChildCareCRM reserves the right to impose a reconnection fee in the event Customer's access to Platform has been suspended due to non-payment. Customer furthermore agrees and acknowledges that ChildCareCRM has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if Customer's account is ninety (90) days or more delinquent. However, data will be retained for a minimum of ninety (90) days after the 90-day delinquency and Customer has full right and access to that data during this period of time.

11. Term

This Agreement commences on the Effective Date and continues for the Initial Term specified in the Financial & Services Agreement, Quote or Order Form. This Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term (or one year, if the Initial Term is greater than one year) at ChildCareCRM's then current fees unless otherwise set out in the Agreement, Quote or Order Form. Unless otherwise set out in the Financial & Services Agreement, Quote or Order Form, either party may terminate this Agreement effective only upon the expiration of the then current license term, by notifying the other party in writing at least thirty (30) days prior to the expiration of the then current license term if annual, or at least thirty (30) days prior to the expiration of the then current license term if quarterly or provide a thirty (30) day written notice if the term is monthly.

12. Termination for Cause

Either party may terminate this Agreement for cause: (i) upon thirty (30) days prior written notice to Customer of a material breach if such breach remains uncured at the expiration of such thirty (30) day period; (ii) if either party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or (iii) immediately in the event of a material breach of this Agreement. If ChildCareCRM cannot provide Services for fourteen (14) days, Customer shall be entitled to at its option terminate this Agreement for cause immediately upon written notice.

13. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

ChildCareCRM represents and warrants to Customer that the Platform and the Services will be provided in a timely, professional and workmanlike manner that is consistent with industry standards and in accordance with the terms of this Agreement. ChildCareCRM also represents and warrants that the Platform and the Services will be provided by qualified personnel in a good and workmanlike manner, and consistent with generally accepted industry standards. ChildCareCRM understands and agrees that time is of the essence.

ChildCareCRM represents and warrants to Customer it will maintain administrative, technical and physical safeguards to (i) comply with all data protection and privacy laws, including a posted privacy policy, (ii) reasonable and customary protection of the confidentiality, security and integrity of the Platform and the Services, and (iii) protect against accidental, unauthorized or unlawful access, use, alteration, disclosure of, loss, destruction or damage to Customer Data and Confidential and/or Proprietary Information. ChildCareCRM will not use any Customer Data or Confidential and/or Proprietary Information except in the course of performance of the Services hereunder, and will destroy or return to Customer, upon request, all Customer Data and Confidential and/or Proprietary Information upon termination of the Agreement, Quote or Order Form.

ChildCareCRM represents and warrants that the Platform supports compliance with GDPR AND CANSPAM in all material respects, but, for clarity, Customer acknowledges and agrees that actual compliance with the foregoing laws is Customer's ultimate responsibility.

14. Confidentiality

As used herein, the term "Confidential and/or Proprietary Information" shall mean all proprietary information, including without limitation, ideas, concepts, know how, operations services, products, research, inventions, discoveries, drawings, designs, plans, processes, models, specifications, methods, trade secrets, copyrights, software, source code, system, patents, procedures, manuals, confidential reports, price lists, pricing formulas, customer lists, financial information, business plans, projections, prospects, opportunities, strategies, advertising, promotions, personnel matters, legal matters, or other confidential or proprietary information designated as such by the disclosing party, whether verbally, in writing by letter or by the use of an appropriate proprietary stamp or legend, prior to or at the time any such trade secret or confidential or proprietary information is disclosed by the disclosing party to the recipient. Customer Data and the terms and conditions of this Agreement and all Statements of Work, Financial & Services Agreements, Quotes or Order Forms shall be deemed Confidential or Proprietary Information without any marking or further designation. Notwithstanding the foregoing, information which is orally or visually disclosed to the recipient by the disclosing party, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, shall constitute Confidential and Proprietary Information if it would be apparent to a reasonable person, familiar with the disclosing party's business and the industry in which it operates, that such information is of a confidential or proprietary nature the maintenance of which is important to the disclosing party.

Except as expressly authorized herein, the receiving party will hold in confidence and not use or disclose any Confidential or Proprietary Information. The recipient shall use such Confidential or Proprietary Information only for the purpose for which it was disclosed and for no other purpose without the prior written consent of the disclosing party. The receiving party shall only disclose Confidential or Proprietary Information to its employees, contractors and agents who have a need to know for the purposes of this Agreement and are bound by substantially similar confidentiality obligations and shall use reasonable care to safeguard the disclosing party's Confidential or Proprietary Information. The receiving party shall be responsible for any breach of confidentiality by its representatives. The receiving party shall not disclose information which the receiving party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential or Proprietary Information; (ii) is or has become public knowledge or publicly available through no fault of the Receiving Party; (iii) is rightfully obtained by the receiving party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the receiving party who had no access to such information; or (v) is required to be disclosed in order to enforce this Agreement or pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance written notice to the disclosing party to the extent legally permitted).

The recipient shall adopt and maintain programs and procedures which are reasonably calculated, but no less stringent than its own programs and procedures, to protect the confidentiality of Confidential and Proprietary Information and shall be responsible to the disclosing party for any disclosure or misuse of such information which results from a failure to comply with this provision. The recipient will promptly report to the disclosing party any actual or suspected violation of the terms of this Agreement and will take all reasonable further steps requested by the disclosing party to prevent, control or remedy any such violation.

The receiving party acknowledges that disclosure of Confidential or Proprietary Information could cause substantial harm to the disclosing party for which damages alone might not be a sufficient remedy and, therefore, that upon any such disclosure by the receiving party the disclosing party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

The recipient agrees that the disclosing party is and shall remain the exclusive owner of Proprietary Information and all patent, copyright, trade secret, trademark and other Intellectual Property Rights therein. No license or conveyance of any such rights to the recipient is granted or implied under this Agreement.

Promptly upon the disclosing party's request at any time, the receiving party shall return all of the disclosing party's tangible Confidential or Proprietary Information, permanently erase all Confidential or Proprietary Information in electronic form and destroy all information, records, copies, summaries, analyses and materials developed therefrom.

15. Exclusions

Unless otherwise agreed to in writing, Customer is responsible for: (i) third party fees for website integration into ChildCareCRM; and (ii) third party fees related to the operation and or integration of any other services or data to the ChildCareCRM Platform and or Services.

16. Indemnification

ChildCareCRM shall indemnify, defend and hold harmless Customer and Customer's parent organizations, subsidiaries, Affiliates, officers, directors, employees, attorneys and agents from and against any and all claims, costs, damages, losses, liabilities and

expenses (including attorneys' fees and costs) arising out of, relating to or in connection with: (i) a claim alleging that the ChildCareCRM Platform or Services (or licensors, where applicable) that directly infringes the rights of a third party; and (ii) a claim, which if true, would constitute a violation by ChildCareCRM of its representations, warranties, or obligations herein; provided that Customer (a) promptly gives written notice of the claim to ChildCareCRM; (b) gives ChildCareCRM sole control of the defense and settlement of the claim; (c) provides to ChildCareCRM all available information and assistance; and (d) has not compromised or settled such claim. ChildCareCRM shall have no indemnification obligation, and Customer shall indemnify ChildCareCRM pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Platform or Services with any of Customer's products, services, and hardware or business process contrary to ChildCareCRM's instruction or documentation.

17. Disclaimer of Warranties

EXCEPT AS PROVIDED FOR HEREIN, CHILDCARECRM AND ITS LICENSORS MAKE NO SPECIFIC REPRESENTATION, WARRANTY OR GUARANTY AS TO THE SUITABILITY OF THE PLATFORM OR ANY SERVICES WITH RESPECT TO THE SPECIFIC USAGE BY CUSTOMER LOCATIONS CONTRACTED UNDER THIS AGREEMENT. CHILDCARECRM AND ITS LICENSORS DO NOT REPRESENT OR WARRANT WITH RESPECT TO SPECIFIC USAGE BY CUSTOMER LOCATIONS THAT (A) THE USE OF THE PLATFORM OR SERVICES IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA NOT ADDRESSED BY THIS AGREEMENT WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE (B) THE PLATFORM WILL MEET YOUR SPECIFIC REQUIREMENTS OR EXPECTATIONS UNLESS EXPRESSLY SPECIFIED IN THIS AGREEMENT, (C) ANY STORED DATA ENTERED BY CUSTOMER OR END USER WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CUSTOMER THROUGH THE PLATFORM WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SOFTWARE OR THE SERVER(S) THAT MAKE THE PLATFORM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS (BUT, FOR CLARITY, THIS IS NOT INTENDED TO LIMIT CHILDCARECRM'S EXPRESS WARRANTIES IN SECTION 13). THE PLATFORM AND ALL SERVICES ARE PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS" BASIS AS PROVIDED IN THIS AGREEMENT. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

18. Limitation of Liability

EXCEPT AS PROHIBITED BY LAW, CHILDCARECRM SHALL NOT BE LIABLE TO ANYONE FOR (A) ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, OR (B) ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE FEES PAID BY CUSTOMER OVER THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO ACTIONS CAUSED BY CHILDCARECRM'S INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OR ANY BREACH OF CONFIDENTIALITY OR PROPRIETARY RIGHTS OR FOR COST OF DEFENSE OR LIABILITIES ARISING OUT OF A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

19. Local Laws and Export Control

ChildCareCRM provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of Switzerland and the European Union. Customers of ChildCareCRM acknowledge and agree that the Platform or Services shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States, Switzerland and or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the ChildCareCRM Platform, Customer represents and warrants that Customer is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. If Customer should begin doing business in Europe, Customer furthermore agrees to comply strictly with all U.S., Swiss and European Union export laws and assumes sole responsibility for obtaining licenses to export or re-export as may be required.

This site may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000

ChildCareCRM and its licensors make no representation that the Platform is appropriate or available for use in other locations. If Customer intends to use the Service from outside the United States of America, Customer is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, chemical or biological weapons or missile projects, unless specifically authorized by the United States government or appropriate European body for such purposes.

20. Notice

ChildCareCRM may give notice by means of a general notice on the Service, electronic mail to Customer's registered e-mail address or by written communication sent by first class mail or pre-paid post to Customer's address and contact person on record in ChildCareCRM's account information. Such notice shall be deemed to have been given upon the expiration of five (5) business days after mailing or posting (if sent by first class mail or pre-paid post) or twenty-four (24) hours after sending if sent by email. Customer may give notice to ChildCareCRM (such notice shall be deemed given when received by ChildCareCRM) at any time by any of the following: email sent with confirmed delivery and read receipt to accounting@crmwebsolutions.com ; letter delivered by nationally recognized overnight delivery service or first class postage certified and prepaid mail to ChildCareCRM at the following address: CRM WEB SOLUTIONS LLC, 1901 Central Drive, Suite 410, Bedford, TX 76021, addressed to: ACCOUNTING

21. Assignment; Change in Control

This Agreement may not be assigned by Customer without the prior written consent of CRM Web Solutions; provided, however, that this Agreement may be assigned without consent to (i) a parent or subsidiary, (ii) an acquirer of equity or assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of Customer that results or would result in a direct competitor of ChildCareCRM directly or indirectly owning or controlling more than 1% interest in Customer shall entitle ChildCareCRM at its' option to terminate this Agreement for cause immediately upon written notice.

22. Auditing

Upon thirty (30) days written notice, ChildCareCRM, at its sole cost and expense, may audit Customer's use of the Platform. Customer agrees to cooperate with ChildCareCRM audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Customer's normal business operations.

23. Governing Law

This Agreement shall be governed by Texas law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Texas, and in particular any and all actions filed against ChildCareCRM must be filed in one of the following Texas courts: Collin County District Court, Collin County Court at Law or in the United State District Court for the Northern District of Texas.

24. Miscellaneous

No text or information set forth on any other purchase order, preprinted form or document (other than a Financial & Services Proposal, Quote or Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement unless agreed upon and signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment or agency relationship exists between Customer and ChildCareCRM as a result of this agreement or use of the Platform or Service(s). The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision. This Agreement, together with any applicable Financial & Services Proposal, Quote or Order Form, comprises the entire Agreement between Customer and ChildCareCRM and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

25. Execution

The acceptance of the Terms of Service and Use Agreement of the ChildCareCRM Platform is acknowledged by the Customer's Users that access the system by their electronic signature captured when clicking on the "Accept Terms" button when first logging in.

This Agreement expressly extends to the Users and any parties or authorized representatives of the Users that access the ChildCareCRM system through the login credentials of the User and accept the Standard Terms of Service and Use by default on the System.